


RIGHT-OF-WAY EASEMENT

The undersigned Grantor (whether one or more) for a valuable consideration (\$ 1.00), the receipt of \$ 1.00 of which is hereby acknowledged, hereby grants, sells and conveys unto Northern Natural Gas Company, a Delaware corporation, operating as PEOPLES NATURAL GAS Division, herein called "Grantee," and its successors and assigns, the RIGHT-OF-WAY and EASEMENT to lay, construct, inspect, maintain, alter, repair, replace, operate and remove a pipeline, and appurtenances thereto, over, under, through and across the following described premises situated in Douglas County, State of Nebraska :

The West 10 feet of Lot #153, parallel to 138th Street, located in the Southeast One Quarter of Section 12, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, Known as Timber Creek Addition. 

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as said pipeline and appurtenances shall be used or maintained, together with all necessary rights of ingress and egress to and from said premises and right-of-way for said purposes.

Grantor shall have full use and enjoyment of said premises except for the rights herein granted to Grantee. Said pipeline shall be buried below ordinary plow depth. Grantor shall not construct or permit to be constructed anything upon the above-described right-of-way which would interfere with Grantee's exercise of the rights hereby conveyed.

The balance of the consideration due from Grantee to Grantor (if any) shall be paid when Grantee's pipeline is constructed.

Grantee shall repair or pay for any damages to Grantor's fences, buildings, growing crops, shrubbery or trees caused by Grantee's operations or activities on the premises; provided, however, that Grantee shall have the right from time to time to cut or clear trees, brush or other obstructions on said right-of-way that might interfere with the operation or maintenance of Grantee's facilities.

Grantee shall also repair or rebuild to its former condition any part of any drainage or irrigation system damaged by the construction of the said pipeline or caused by subsequent entry upon the premises to inspect, maintain, alter, repair, replace, operate or remove said pipeline.

No further general or specific covenant or undertaking not herein expressed shall be valid unless in writing and signed by Grantor or Grantee. This grant and easement shall run with the land and shall extend to and be binding upon the heirs, devisees, legal representatives, successors and assigns of the undersigned Grantor.

EXECUTED this 27 day of Dec, 19 73.

Witness: (Right-of-way Agent)

B.R. Hollander

Charles L. Smith

Witness:

Nellie M. Smith

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Neb)
) SS.
COUNTY OF Douglas)

Before me, L. B. Ludwig, a notary public in and for said state, on this 27 day of Sept, A.D., 1973, personally appeared Charles G. Smith & Della M. Smith to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they have executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above written.



L. B. LUDWIG
GENERAL NOTARY, State of Nebr.
My Commission Expires
August 12, 1978

L. B. Ludwig
Notary Public

My Commission Expires: Aug 12 78

(S E A L)

MULTIPLE ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

Before me, _____, a notary public in and for said state, on this _____ day of _____, A.D., 19____, personally appeared _____

to me known to be the identical persons who executed the within and foregoing one more line instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Notary Public

My Commission Expires: _____

(S E A L)

CORPORATION ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, A.D., 1971, before me a Notary _____ personally

1 is
will
MAR 8 PM 2 1973
RECORDED

THE STATE OF NEBRASKA
Douglas County

Entered in Numerical Index and filed for Record in the office of the Register of Deeds of said County and recorded in Book 519 of Mean Page 631

C. Harold Oster 1973
REGISTER OF DEEDS

People's National Bank
13302 Mullaney San
N 80-704 G-P-X-PC
Compared Fee 62

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